

**P14000088564**

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**COR AMND/RESTATE/CORRECT OR O/D RESIGN  
STORAGE QUEST NJ MANAGEMENT (G.P.) INC.**

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STATE OF FLORIDA

Certificate of Status	0
Certified Copy	1
Page Count	11
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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**ARTICLES OF AMENDMENT AND RESTATEMENT  
OF THE  
ARTICLES OF INCORPORATION  
OF  
STORAGE QUEST NJ MANAGEMENT (G.P.) INC.**

**STORAGE QUEST NJ MANAGEMENT (G.P.) INC.**, a corporation organized and existing under the laws of the State of Florida (the "Corporation"), in order to amend and restate its Articles of Incorporation as now in effect, in accordance with the requirements of Chapter 607, Florida Statutes, does hereby certify as follows:

1. The name of the Corporation is Storage Quest NJ Management (G.P.) Inc. and its Document Number with the Florida Department of State is P14000087421.
2. The Amended and Restated Articles of Incorporation filed together herewith are a complete restatement of the Corporation's Articles of Incorporation, and supersede in their entirety any and all prior Articles of Incorporation filed with the State of Florida.
3. The Amended and Restated Articles of Incorporation filed together herewith were duly adopted and approved by the Board of Directors by a written consent dated October 30, 2014, and by the shareholders by a written consent dated October 30, 2014. The number of votes cast for approval of the Amended and Restated Articles of Incorporation by the sole shareholder of the Corporation was sufficient for approval.
4. These Articles of Amendment and Restatement of the Articles of Incorporation of Storage Quest NJ Management (G.P.) Inc. shall be effective upon filing hereof with the Department of State of the State of Florida.

**IN WITNESS WHEREOF**, the undersigned officer of the Corporation has executed these Articles of Amendment and Restatement of the Articles of Incorporation of Hernando Aluminum, Inc. as of the 30<sup>th</sup> day of October, 2014.

**STORAGE QUEST NJ MANAGEMENT  
(G.P.) INC.**

By:   
Christopher P. Miller, President

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**ARTICLES OF INCORPORATION  
OF  
STORAGE QUEST NJ MANAGEMENT (G.P.) INC.**

The undersigned hereby makes, subscribes, acknowledges and files with the Secretary of State of the State of Florida these Amended and Restated Articles of Incorporation.

**ARTICLE 1**

**Name**

The name of this corporation shall be:

Storage Quest NJ Management (G.P.) Inc.

**ARTICLE 2**

**Principal Office and Mailing Address**

The address of the principal office and the mailing address of this corporation shall be:

132 W. Plant Street, Suite 220  
Winter Garden, Florida 34787

**ARTICLE 3**

**Business and Purposes**

The purpose for which this corporation is organized is solely for the purpose of acting as a general partner of Storage Quest New Jersey Limited Partnership (the "Borrower").

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**ARTICLE 4**

**Capital Stock**

(a) The aggregate number of shares of capital stock authorized to be issued by this corporation shall be 10,000 shares of common stock with a par value of \$.01 per share. Each share of said stock shall entitle the holder thereof to one vote at every annual or special meeting of the stockholders of this corporation. The consideration for the issuance of said shares of capital stock may be paid, in whole or in part, in cash, in promissory notes, in other property (tangible or intangible), in labor or services actually performed for this corporation, in promises to perform services in the future evidenced by a written contract, or in other benefits to this corporation at a fair valuation to be fixed by the Board of Directors. When issued, all shares of stock shall be fully paid and nonassessable.

(b) In the election of directors of this corporation, there shall be no cumulative voting of the stock entitled to vote at such election.

**ARTICLE 5**

**Existence of Corporation**

This corporation shall have perpetual existence.

**ARTICLE 6**

**Registered Office and Registered Agent**

The initial registered office of this corporation shall be located at 101 E. Kennedy Boulevard, Suite 2700, Tampa, Florida 33602, and the initial registered agent of this corporation at such office shall be TK Registered Agent, Inc. This corporation shall have the right to change such registered office and such registered agent from time to time, as provided by law.

**ARTICLE 7**

**Special Purpose Entity Provisions**

(a) Additional Definitions.

(i) "Bylaws" shall mean the bylaws of this corporation, as such Bylaws may be amended, restated or otherwise modified from time to time.

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TALLAHASSEE, FLORIDA

(ii) "Certificate" shall mean the Articles of Incorporation of this corporation, as such Articles of Incorporation may be amended, restated or otherwise modified from time to time.

(iii) "Lender" shall mean Cantor Commercial Real Estate Lending, L.P., a Delaware limited partnership, and its successors and/or assigns.

(iv) "Loan" shall mean that certain loan from Lender to Storage Quest New Jersey Limited Partnership, a Nevada limited partnership ("Borrower") in the principal sum of Fifty One Million Seven Hundred Fifty Thousand Dollars (\$51,750,000.00), as evidenced by, among other documents, the Loan Agreement;

(v) "Loan Agreement" shall mean that certain Loan Agreement dated November \_\_, 2013, entered into by and between Lender, as lender, and Borrower, as borrower, in connection with the Loan, as the same may be amended, restated or otherwise modified from time to time;

(vi) "SPE Provisions" shall mean all of the representations, warranties and covenants set forth in this Article 7.

(vii) All other terms used, but not defined, in these SPE Provisions, shall have the meanings ascribed to them in the Loan Agreement.

(b) SPE Provisions Prevail. In the event of any conflict between the terms of these SPE Provisions and any other provision set forth in this Certificate or in any other organizational document of this corporation, the terms set forth in these SPE Provisions shall prevail.

(c) Third Party Beneficiary. For so long as the Debt or any portion thereof remains outstanding, the Lender shall be an intended third party beneficiary of this Certificate with respect to these SPE Provisions.

(d) No Amendment. For so long as the Debt or any portion thereof remains outstanding, this corporation shall not amend, terminate or otherwise alter the provisions of these SPE Provisions without Lender's prior written consent.

(e) Separateness Covenants. Notwithstanding any provision of this Certificate or of any other organizational document of this corporation to the contrary, so long as the Debt or any portion thereof remains outstanding, unless expressly permitted under the Loan Documents or expressly approved by Lender in writing, at all times prior to, on and after the date hereof, this corporation:

(i) was, is and will be organized solely for the purpose of acting as a general partner of the Borrower and owning an interest in the Borrower;

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(ii) has not been, is not, and will not be engaged, in any business unrelated to acting as general partner of the Borrower;

(iii) has not had, does not have, and will not have, any assets other than its partnership interest in the Borrower or acts as the general partner thereof;

(iv) has not engaged, sought or consented to, and will not engage in, seek or consent to, any dissolution, winding up, liquidation, consolidation, merger, sale of all or substantially all of its assets, transfer of partnership interests or amendment of its articles of incorporation or bylaws with respect to the matters set forth in this Article 7;

(v) now has and will have at least two (2) Independent Directors, and has not caused or allowed, and will not cause or allow, the board of directors of this corporation to take any Bankruptcy Action either with respect to itself or with respect to the Borrower or any action requiring the unanimous affirmative vote of one hundred percent (100%) of the members of its board of directors unless the two (2) Independent Directors shall have participated in such vote and shall have voted in favor of such action;

(vi) has not, will not and shall not, (1) dissolve, merge, liquidate, consolidate; (2) sell all or substantially all of its assets or the assets of the Borrower (as applicable); or (3) amend its organizational documents with respect to the matters set forth in this Article 7 without the consent of Lender;

(vii) has been, is and intends to remain solvent and has paid and shall pay its debts and liabilities from its then available assets (including a fairly-allocated portion of any personnel and overhead expenses that it shares with any Affiliate) from its assets as the same shall become due, and has maintained and shall maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;

(viii) has not failed, and will not fail, to correct any known misunderstanding regarding the separate identity of this corporation and has not and shall not identify itself as a division of any other Person;

(ix) has maintained and will maintain its accounts, books and records separate from any other Person and has filed and will file its own tax returns, except to the extent that it has been or is required to file consolidated tax returns by law and, if it is a corporation, has not filed and shall not file a consolidated federal income tax return with any other corporation, except to the extent that it is required by law to file consolidated tax returns;

(x) has maintained and will maintain its own records, books, resolutions and agreements;

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(xi) other than as provided in the Cash Management Agreement, (i) has not commingled, and will not commingle, its funds or assets with those of any other Person and (ii) has not participated and will not participate in any cash management system with any other Person;

(xii) has held and will hold its assets in its own name;

(xiii) has conducted and shall conduct its business in its name or in a name franchised or licensed to it by an entity other than an Affiliate of itself or of the Borrower (including proper use of d/b/a names), except for business conducted on behalf of itself by another Person under a business management services agreement that is on commercially reasonable terms, so long as the manager, or equivalent thereof, under such business management services agreement holds itself out as an agent of this corporation;

(xiv) has maintained and will maintain its books, bank accounts, balance sheets, financial statements, accounting records and other entity documents separate from any other Person and has not permitted, and will not permit, its assets to be listed as assets on the financial statement of any other entity except as required by GAAP; provided, however, that appropriate notation shall be made on any such consolidated statements to indicate its separateness from such Affiliate and to indicate that its assets and credit are not available to satisfy the debt and other obligations of such Affiliate or any other Person and such assets shall be listed on its own separate balance sheet;

(xv) has paid and will pay its own liabilities and expenses, including the salaries of its own employees, out of its own funds and assets, and has maintained and will maintain a sufficient number of employees in light of its contemplated business operations;

(xvi) has observed and will observe all corporate formalities;

(xvii) has had no and will have no Indebtedness (including loans, whether or not such loans are evidenced by a written agreement);

(xviii) has not assumed or guaranteed or become obligated for, and will not assume or guarantee or become obligated for, the debts of any other Person and has not held out and will not hold out its credit as being available to satisfy the obligations of any other Person except as permitted pursuant to the Loan Agreement;

(xix) has not acquired and will not acquire obligations or securities of its partners, members or shareholders or any other Affiliate;

(xx) has allocated and will allocate, fairly and reasonably, any overhead expenses that are shared with any Affiliate, including, but not limited to, paying for shared office space and services performed by any employee of an Affiliate;

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(xxi) has maintained and used, now maintains and uses, and will maintain and use, separate stationery, invoices and checks bearing its name, which stationery, invoices, and checks utilized by this corporation or utilized to collect its funds or pay its expenses have borne, shall bear its own name and have not borne and shall not bear the name of any other entity unless such entity is clearly designated as being this corporation's agent;

(xxii) has not pledged and will not pledge its assets for the benefit of any other Person;

(xxiii) has held itself out and identified itself, and will hold itself out and identify itself, as a separate and distinct entity under its own name or in a name franchised or licensed to it by an entity other than an Affiliate of the Borrower and not as a division or part of any other Person, except for services rendered under a business management services agreement with an Affiliate that complies with the terms contained in clause (xxvii) below of this Article 7, so long as the manager, or equivalent thereof, under such business management services agreement holds itself out as an agent of this corporation;

(xxiv) has maintained and will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person;

(xxv) has not made and will not make loans to any Person or hold evidence of indebtedness issued by any other Person or entity (other than cash and investment-grade securities issued by an entity that is not an Affiliate of or subject to common ownership with such entity);

(xxvi) has not identified and will not identify its partners, members or shareholders, or any Affiliate of any of them, as a division or part of it, and has not identified itself, and shall not identify itself, as a division of any other Person;

(xxvii) has not entered into or been a party to, and will not enter into or be a party to, any transaction with its partners, members, shareholders or Affiliates except (1) in the ordinary course of its business and on terms which are intrinsically fair, commercially reasonable and are no less favorable to it than would be obtained in a comparable arm's-length transaction with an unrelated third party, and (2) in connection with the Loan Agreement;

(xxviii) other than capital contributions and distributions permitted under the terms of its organizational documents, has not entered into or been a party to, and shall not enter into or be a party to, any transaction with any of its partners, members, shareholders or Affiliates except in the ordinary course of its business and on terms which are commercially reasonable terms comparable to those of an arm's length transaction with an unrelated third party;

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(xxix) has not had and shall not have any obligation to, and has not indemnified and shall not indemnify its partners, officers, directors or members, as the case may be, in each case unless such an obligation or indemnification is fully subordinated to the Debt and shall not constitute a claim against it or Borrower in the event that its or Borrower's cash flow is insufficient to pay the Debt;

(xxx) shall consider the interests of its creditors in connection with all corporate actions;

(xxxi) does not and will not have any of its obligations guaranteed by any Affiliate except as provided in the Loan Documents;

(xxxii) has conducted and shall conduct its business so that each of the assumptions made about it and each of the facts stated about it in the Insolvency Opinion are true; and

(xxxiii) has complied and will comply with all of the terms and provisions contained in its organizational documents and cause statements of facts contained in its organizational documents to be and to remain true and correct; and

(xxxiv) has not permitted and shall not permit any Affiliate or constituent party independent access to its bank accounts.

(f) Prohibited Transfers. For so long as the Debt or any portion thereof remains outstanding, the Corporation shall not allow direct or indirect transfers of shares in the Corporation that would violate the provisions of the Loan Documents, including but not limited to Section 5.2.10 of the Loan Agreement.

(g) Subordination of Indemnification Obligations. For so long as the Loan or any portion thereof remains outstanding, the Corporation's obligations under this Certificate or the Bylaws, if any, to indemnify its director and officers, members or managers, as applicable, is hereby fully subordinate to the Loan and the Loan Documents and no indemnity payment from funds of the Corporation (as distinct from funds from other sources, such as insurance) of any indemnity under this Certificate or the Bylaws, if any, shall be payable from amounts allocable to any other person pursuant to the Loan Documents.

(h) Certain Duties of Independent Directors. Notwithstanding any duty otherwise existing at law or in equity, to the fullest extent permitted by law, the Independent Directors shall consider only the interests of the Corporation, including its respective creditors, in acting or otherwise voting on the matters referred to in Section (e)(v) above. Except for duties to the Corporation as set forth in the immediately preceding sentence (including duties to the shareholders and the Corporation's creditors solely to the extent of their respective economic interests in the Corporation but excluding (i) all other interests of the shareholders, (ii) the interests of other Affiliates of the Corporation, and (iii) the interests of any group of Affiliates of which the Corporation is a part), the Independent Directors shall not have any fiduciary duties to

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Corporation as set forth in the immediately preceding sentence (including duties to the shareholders and the Corporation's creditors solely to the extent of their respective economic interests in the Corporation but excluding (i) all other interests of the shareholders, (ii) the interests of other Affiliates of the Corporation, and (iii) the interests of any group of Affiliates of which the Corporation is a part), the Independent Directors shall not have any fiduciary duties to the shareholders or any other Person bound by this Certificate or the Bylaws, provided, however, the foregoing shall not eliminate the implied contractual covenant of good faith and fair dealing.

**ARTICLE 8**

**Board of Directors**

The Board of Directors of this corporation shall consist of three (3) members, such members to hold office until their successors have been duly elected and qualified. The names and street addresses of the directors are:

<u>Name</u>	<u>Address</u>
Christopher P. Miller	132 W. Plant Street, Suite 220 Winter Garden, Florida 34787
Julia A. McCullough	2711 Centerville Road, Suite 400 Wilmington, Delaware 19808
Michelle A. Dreyer	2711 Centerville Road, Suite 400 Wilmington, Delaware 19808

**ARTICLE 9**

**Affiliated Transactions**

The provisions of Section 607.0901, Florida Statutes, relating to affiliated transactions, shall be inapplicable to this corporation.

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Teresa S. Good 813-227-0435

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**IN WITNESS WHEREOF**, the undersigned officer of this corporation has executed these Amended and Restated Articles of Incorporation of Storage Quest NJ Management (G.P.) Inc. as of the 30<sup>th</sup> day of October, 2014.



\_\_\_\_\_  
Christopher P. Miller, President

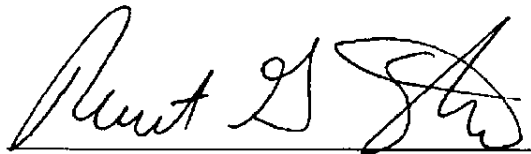
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**STORAGE QUEST NJ MANAGEMENT (G.P.) INC.  
ACCEPTANCE OF SERVICE AS REGISTERED AGENT**

The undersigned, **ROBERT G. STERN**, having been named as registered agent to accept service of process for the above-named corporation, at the registered office designated in the Articles of Incorporation, hereby agrees and consents to act in that capacity. The undersigned is familiar with and accepts the duties and obligations of Section 607.0505, Florida Statutes.

**DATED** this 30<sup>th</sup> day of October, 2014.



**ROBERT G. STERN  
FOR TK REGISTEREDAGENT,INC.**

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